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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT COURT OF NEW YORK**

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JOSE PANORA,
*on his own behalf and on behalf of others similarly
situated*

Case No: 19-cv-07267

Plaintiff,
v.

PROPOSED JUDGMENT

DEENORA CORP
d/b/a Dee's;
DEE'S BRICK OVEN PIZZA, INC
d/b/a Dee's; and
DEERAN ARABIAN a/k/a Dee Arabian

Defendants.

-----x

The Honorable Cogan, District Judge:

Whereas pursuant to Rule 68(a) of the Federal Rules of Civil Procedure, Defendants DEENORA CORP d/b/a Dee's; DEE'S BRICK OVEN PIZZA, INC. d/b/a Dee's; and DEERAN ARABIAN a/k/a Dee Arabian having offered to allow judgment be taken against them by consent Plaintiff JOSE PANORA, in this action for a sum of **One Hundred Thousand Dollars** **(\$100,000.00)** including all attorneys' fees and costs now accrued; the offer of judgment is made for purposes specified in Rule 68, and is not to be construed as an admission that the offerors are liable in this action or that consent Plaintiff JOSE PANORA suffered any damage; Plaintiff JOSE PANORA, through John Troy, Troy Law PLLC, on having accepted and provided notice that they have accepted Defendants' Offer of Judgment, dated June 16, 2021, and the matter having come before this Court, the Court now render it Order, that the Clerk should enter judgment dismissing the case in accordance with the acceptance of offer of judgment pursuant to Fed. R. Civ. P. 68 and directing the Clerk to close this case. It is hereby:

ORDERED, ADJUDGED, AND DECREED, that for the reasons stated in the offer and acceptance of judgment pursuant to Rule 6, the Clerk shall enter judgment in the amount of **One**

Hundred Thousand Dollars (\$100,000.00), jointly and severally against Defendants **DEENORA CORP d/b/a Dee's; DEE'S BRICK OVEN PIZZA, INC. d/b/a Dee's; and DEERAN ARABIAN a/k/a Dee Arabian**, including attorney's fees and costs now accrued; plus post-judgment interest pursuant to 28 U.S.C. 1961; and that if any amounts remain unpaid upon the expiration of 365 days following the issuance of judgment, or ninety days after expiration of the time of appeal and no appeal is then pending, whichever is later, the total amount of judgment shall automatically increase by fifteen percent, as required by NYLL 198(4).

Dated: _____

U.S.D.J.